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TRANSCRIPT OF PROCEEDINGS

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

FEB - 1 1994

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

IN THE APPLICATIONS OF:

MM DOCKET NO. 93-75

TRINITY BROADCASTING OF FLORIDA, INC.
AND
GLENDALE BROADCASTING COMPANY
Miami, Florida

DATE OF HEARING: January 11, 1994

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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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-----)
In the matter of:)

TRINITY BROADCASTING OF FLORIDA, INC.)
and)
GLENDALE BROADCASTING COMPANT)

MM DOCKET NO. 93-75

Miami, Florida)
-----)

The above-entitled matter came on for hearing pursuant to Notice before Judge Joseph Chachkin, Administrative Law Judge, at 2000 L Street, N.W., Washington, D.C., in Courtroom 3, on Tuesday, January 11, 1994, at 9:30 a.m.

APPEARANCES:

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1 APPEARANCES (Continued):

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I N D E X

<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Redirect</u>	<u>Recross</u>
Norman G. Juggert				
By Mr. Shook		3814		

E X H I B I T S

<u>Mass Media Bureau:</u>	<u>Identified</u>	<u>Received</u>	<u>Rejected</u>
No. 415		3846	
No. 416	3843	3846	

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P R O C E E D I N G S

JUDGE CHACHKIN: All right, let's go back on the record. Continue with cross examination, please.

MR. SHOOK: Thank you, Your Honor.

CROSS EXAMINATION

BY MR. SHOOK:

Q Mr. Juggert, there was a matter that we touched upon yesterday and I want to clarify if I can. At the time I was unsure of the date on which the bylaws for Trinity Broadcasting Network were amended to provide protection for the office of president and the board member who held that office. I have reference now to Trinity Exhibit Number 104, Tab C, page 23.

MR. TOPEL: Your Honor, shall I provide that to the witness?

MR. SHOOK: I don't believe it's necessary. This is just to give the witness a frame of reference. And that is --

MR. TOPEL: You don't have that.

BY MR. SHOOK:

Q -- the secretary's certificate signed by yourself to be effected on November 28, 1979, when the board of Trinity Broadcasting Network adopted the bylaws which contain the protections for the president. Now, the question that I have and one that I believe you were unsure of yesterday was whether the bylaws for Trinity Broadcasting of Arizona were

1 amended on or about November 28, 1979, to provide the same
2 protection for the member who held the office of president?

3 A The -- I remember the meeting when the bylaws were
4 revised to provide that protection, and at that meeting it was
5 the intent that that protection would apply to all of the
6 corporations that have Trinity Broadcasting in the name.

7 Q So at that time, that would have included at least
8 Arizona and Oklahoma City?

9 A Yes, that's right.

10 Q And your recollection is that those changes were
11 made in the bylaws or Arizona and Oklahoma City relatively
12 soon thereafter?

13 A Not necessarily. It may have been -- The, the
14 actual paperwork may have been delayed. I'm not sure when,
15 when it occurred, but it was the intent at that meeting that
16 all of the Trinity Broadcasting corporations would have that
17 protection.

18 Q That was intent that was actually expressed by
19 persons at the Trinity Broadcasting Network meeting?

20 A At the meeting, yes.

21 Q So it was the understanding of the three persons,
22 that being yourself, Paul Crouch, and Jane Duff, who were the
23 directors of Trinity Broadcasting Network, that the
24 protections be accorded to other Trinity-named companies?

25 A Trinity-named, yes. Those that were in existence at

1 | that time.

2 | Q And that was going to be the case whether or not the
3 | corporation was affiliated in the sense that you have used
4 | that word? And if you recall, when you used the word
5 | "affiliated" to describe a corporation, I believe you
6 | testified that a corporation was affiliated if all of the
7 | Trinity Broadcasting Network board members were also board
8 | members of the corporation.

9 | A I think I also used the, the phrase in the sense
10 | that the station would broadcast at least some of the Trinity
11 | programming.

12 | Q Was that going to be the case whether or not there
13 | was a program affiliation agreement?

14 | A Yes, that would have been the case.

15 | Q So, in other words, a corporation could be
16 | affiliated in one of two ways? That is, way number one, if
17 | all of the Trinity Broadcasting Network board members were
18 | board members of the second corporation. And then, secondly,
19 | if the second corporation was going to broadcast Trinity
20 | programming without an affiliation agreement?

21 | A With or without.

22 | Q With or without. All right. Now, I thought,
23 | though, that we had tried to make a distinction in that if a
24 | corporation did not qualify as an affiliated corporation in
25 | the sense that all of the board members of Trinity

1 Broadcasting Network were board members of the second
2 corporation that we would characterize that other corporation
3 as a program affiliate.

4 A That was the definition that you were using
5 yesterday. I was giving in my mind what I've, over the course
6 of years, referred to affiliates. That's the way I, I've
7 defined them in my own mind. I realized yesterday that you --
8 we had agreed upon a deposition and I'd forgotten that.

9 Q Well, I just want to make sure that we're, that
10 we're using the same definition, because these definitions
11 could very well become important as we go through your
12 testimony in learning what the relationship of a particular
13 corporation is to Trinity.

14 MR. TOPEL: Your Honor, I would like to echo that.
15 I think some clarification is needed. It, it's not clear to
16 me whether the definition that was created at the end of the
17 day yesterday was intended to be used as a definition that
18 would apply for the purposes of today's examination or whether
19 it was intended to imply that these were specific definitions
20 that were in the witness's mind over the course of the 14-year
21 period where, you know, hundreds of documents are involved.
22 And I don't think we can take a general definition that's
23 created for the purposes of this examination and necessarily
24 relate that to any particular use of a word in an ancient
25 document.

1 And I'd like to say the record is unclear on that,
2 as I think Mr. Shook's last comment suggested, and I think
3 it's important to get that clarified.

4 MR. SHOOK: Your Honor, I have no objection to a
5 clarification. The word "affiliation" appears repeatedly in
6 documents over the course of, as Mr. Topel has said, 10, 13,
7 14 years. And all I'm trying to get from the witness is a
8 clear understanding of what he means by the use of the word
9 "affiliated" so that when I ask him a question and I use that
10 word, we both know, we all know what I'm -- what we're talking
11 about.

12 JUDGE CHACHKIN: Go ahead, Mr. Shook, see what you
13 can develop. What about the witness's testimony? Doesn't he
14 use the word "affiliate" there or -- Go ahead, Mr. Shook.

15 BY MR. SHOOK:

16 Q As we go along, let, let us try to endeavor to make
17 sure that we both understand each other relative to the use of
18 the word "affiliated." I'm not going to go through this right
19 now, but it'll -- we'll go through it as we come upon that
20 word.

21 A That's fine.

22 MR. TOPEL: Thank you, Mr. Shook. I think that's a
23 more careful way to proceed.

24 JUDGE CHACHKIN: Do you recognize any distinction
25 between a -- the situation where you have someone who just

1 | merely takes programming from Trinity, but none of its
2 | officers or directors are involved with Trinity --

3 | MR. JUGGERT: Yes.

4 | JUDGE CHACHKIN: -- as opposed to another entity
5 | whose officers and directors are either identical or, at least
6 | in some part, similar to Trinity's? Do you recognize a
7 | distinction between those two?

8 | MR. JUGGERT: Yes, I do.

9 | JUDGE CHACHKIN: What is the distinction?

10 | MR. JUGGERT: The -- Well, I can give you examples
11 | of what we, what we refer to as program affiliates. They
12 | would be corporations such as Allied Broadcasting or TriState
13 | Television or All American TV. Their only connection is is
14 | that they take programming for credit and there's no -- We
15 | have -- Those of us who are on the board of Trinity have
16 | really no knowledge of their internal workings, their
17 | finances, or we have no representation on their board.
18 | They're, they're free to, to severtize, to have their own
19 | board meetings, which they do.

20 | JUDGE CHACHKIN: So that's simply program
21 | affiliates?

22 | MR. JUGGERT: That's all, that's it.

23 | JUDGE CHACHKIN: All right. Now, do you also
24 | understand the concept of owned and operated?

25 | MR. JUGGERT: In the FCC sense, I don't.

1 JUDGE CHACHKIN: Well, in your sense, what, what --
2 how would you contrast the affiliates which are merely program
3 affiliates and those affiliates which you pointed out have
4 internal -- are internally involved with each other?

5 MR. JUGGERT: The ones that are internally involved
6 would -- the majority of the, the directors would also be
7 directors of Trinity Broadcasting Network. So there would be
8 a, a reciprocity of information. There would be -- Accounting
9 would be performed at, at Trinity Broadcasting Network's
10 central office in Tustin. There would be the availability of,
11 of funds from Trinity Christian Center if the corporation
12 needed it to start or if it got into financial trouble, needed
13 a loan. The, the terms would be much, much easier.

14 For example, when we provided funds to program
15 affiliates, we've always used promissory notes and sometimes
16 we've bought property and leased it to them. So there's a
17 much -- I would say there's a looser relationship with the,
18 with the ones where there's a -- owned and operated, where the
19 boards are the same.

20 JUDGE CHACHKIN: Perhaps that helps. Go ahead,
21 Mr. Shook.

22 BY MR. SHOOK:

23 Q With respect to Trinity Broadcasting of Arizona, do
24 you --

25 JUDGE CHACHKIN: In other words, there's an arm's-

1 length relationship --

2 MR. JUGGERT: There's --

3 JUDGE CHACHKIN: -- with the program affiliates
4 which does not exist with those who are internally involved?

5 MR. JUGGERT: That's right.

6 JUDGE CHACHKIN: Go ahead, Mr. Shook.

7 BY MR. SHOOK:

8 Q Do you keep the minute book for Trinity Broadcasting
9 of Arizona?

10 A Yes, I do.

11 Q Have you always kept the minute book?

12 A Not always. The -- During the early years, it was
13 kept by Mr. --

14 Q In Arizona?

15 A In Arizona.

16 Q At what point in time, approximately, was it
17 transferred to you?

18 A I wouldn't say that it was transferred to me. I
19 bought a new minute book, I would say, it must have been about
20 10 years ago and had copies of his documents that I put in
21 that minute book.

22 Q So you had kept a duplicate set of minutes and then
23 at the point in time at which you bought a minute book you
24 then started to also retain the originals?

25 A I retained -- Yes. And I had kept originals but

1 hadn't put them in the minute book. Up until the time that I
2 bought it, of course.

3 Q Now, does Trinity Broadcasting of Arizona still have
4 Arizona counsel?

5 A Yes. We consider him to be Gordon Hutchinson, but
6 he's very rarely involved.

7 Q Is he on a retainer of some kind?

8 A No.

9 Q Was he ever on a retainer?

10 A Not to my knowledge.

11 Q Were you ever retained relative to Trinity
12 Broadcasting of Arizona?

13 A I was -- No, there was no official retainer.

14 Q Over the course of time, though, you have acted as
15 counsel for Trinity Broadcasting of Arizona, haven't you?

16 A Very infrequently I have.

17 Q In the corporate sense?

18 A In the corporate sense.

19 Q Not in the FCC sense?

20 A No, not at all.

21 Q Other than yourself, who has acted as counsel for
22 Trinity Broadcasting of Arizona in the corporate sense?

23 A At, at the beginning, we had -- there was another
24 attorney that we retained in, in Arizona whose name I, I can't
25 recall. Colby May has acted as attorney for Trinity

1 Broadcasting of Arizona, as well as at the beginning Gammon
2 and Grange were our FCC attorneys.

3 Q Now, at the time Trinity Broadcasting of Arizona was
4 formed in 1975, did you consider Trinity Broadcasting of
5 Arizona to be an affiliated company of Trinity Broadcasting
6 Network?

7 A Yes.

8 Q Did you consider it to be an owned and operated
9 company of Trinity Broadcasting Network?

10 A Yes, in the sense that the board members were, were
11 going to be primarily the same board members as Trinity
12 Broadcasting. Not the same, but the majority.

13 Q All right. In 1975, Trinity Broadcasting Network
14 had four directors, yourself, Paul Crouch, Mr. Shakarian and
15 Mr. Toberty?

16 A Yes.

17 Q Now, Mr. Shakarian and Mr. Toberty had no role
18 relative to Trinity Broadcasting of Arizona, correct?

19 A No, they, no, they didn't. They were opposed to
20 that purchase.

21 Q So we have two of the four Trinity Broadcasting
22 Network directors as two of the three Trinity Broadcasting of
23 Arizona directors?

24 A Right, yes.

25 Q But you did consider Trinity Broadcasting of Arizona

1 to be, one, an affiliated company, as we have tried to define
2 that term?

3 A Right. It wasn't dealt with on an, on an arm's-
4 length basis.

5 Q And you've also considered it -- you also considered
6 it an owned and operated company of Trinity Broadcasting
7 Network?

8 A In that sense, that it was not, not dealt with on an
9 arm's-length basis.

10 Q Now, does Trinity Broadcasting of Arizona have any
11 employees of its own?

12 A Oh, yes.

13 Q Those are all the persons who work at Channel 21 in
14 Phoenix?

15 A That's true.

16 Q So those persons are Trinity Broadcasting of Arizona
17 employees and not Trinity Broadcasting Network employees?

18 A That's correct.

19 Q Do those Trinity Broadcasting or Arizona employees
20 have their own insurance and retirement plans, or are those
21 plans Trinity Broadcasting Network plans?

22 A Their medical insurance and their -- the, the --
23 Their medical insurance would be the group insurance policy
24 that Trinity Broadcasting has put into effect, but the Arizona
25 corporation would be regarded as a separate insured.

1 Q If a person changed employment from Trinity
2 Broadcasting of Arizona to Trinity Broadcasting Network, would
3 that person be transferring within the Trinity Broadcasting
4 Network organization or would that person be retiring from
5 Trinity Broadcasting of Arizona in order to work at Trinity
6 Broadcasting Network?

7 A That person -- That's never happened. How they
8 would be characterized, I'd have to speculate. I would regard
9 them as a new employee of Trinity Broadcasting Network.

10 Q Well, let me take an example. It's my understanding
11 that Paul Crouch was, for a time, the station manager at
12 Trinity Broadcasting of Arizona, Channel 21.

13 A That's correct.

14 Q And there came a time when Mr. Paul Crouch worked at
15 Trinity Broadcasting Network headquarters in various
16 capacities. Now, do you have any understanding as to how the
17 change in employment for Mr. Paul Crouch took place in terms
18 of whether he had to retire from Arizona in order to be hired
19 by the network or how that worked?

20 A Well, he, he would have, he would have been required
21 to resign his position and provide sufficient notice for all
22 of us to make arrangements to put on a new station manager.
23 And then he would have had to meet the general qualifications
24 of, of any new employee in terms of EEO rules and those
25 considerations in California.

1 Q So it would have been a resignation and rehire, as
2 opposed to a transfer?

3 A That's right. We've never used the word "transfer."

4 JUDGE CHACHKIN: Would his insurance have changed or
5 would it just continue?

6 MR. JUGGERT: He would, he would, he would continue
7 under the, the policy through which Trinity is the insured in
8 California, because the, the plan is one where selected
9 doctors, a group of doctors, are authorized to treat patients
10 under the plan. And so that goes from region to region.

11 JUDGE CHACHKIN: I don't know if you accumulate
12 leave time or anything in working for a particular station?
13 Sick leave or annual leave?

14 MR. JUGGERT: Well, I think that for the Trinity
15 Broadcasting Corporations it's fairly uniform, the policies
16 are fairly uniform, unless there's some nuance in a particular
17 state that requires something different.

18 JUDGE CHACHKIN: But he wouldn't lose any leave time
19 he had by moving to TBN, would he?

20 MR. JUGGERT: That's a question I can't answer.

21 BY MR. SHOOK:

22 Q When Trinity had the opportunity to acquire stations
23 in Oklahoma City and Miami, was there any particular reason
24 why Trinity chose to form new corporations, Trinity
25 Broadcasting of Oklahoma City and Trinity Broadcasting of

1 Florida, rather than acquire the licenses in the name of
2 Trinity Broadcasting Network?

3 A As, as I testified yesterday, we had been informed
4 by FCC counsel that it was important to have local
5 representation. And it was also done to protect the other
6 corporations from liability that might occur in one particular
7 location.

8 Q Was Trinity Broadcasting of Oklahoma City a
9 California corporation or an Oklahoma corporation?

10 A It was an Oklahoma corporation.

11 Q And Paul Crouch was a director of Trinity
12 Broadcasting of Oklahoma City from its inception, correct?

13 A That's correct.

14 Q You are now the director of Trinity Broadcasting of
15 Oklahoma City, correct?

16 A Yes.

17 Q When did you become a director of Trinity
18 Broadcasting of Oklahoma City?

19 A I can't -- My assumption is it was at the time it
20 was formed, but that may be wrong.

21 Q Well, the reason I'm asking is because the records
22 that we have to look at, at least that are in evidence here,
23 don't reflect that. So that's why I'm asking you.

24 A I can't recall when I became a director.

25 Q How did it come to pass that you became a director

1 of Trinity Broadcasting of Oklahoma City?

2 A I, I would have been voted on by the, the existing
3 directors.

4 Q And you have no recollection of who those persons
5 were who voted you on?

6 A No, I don't.

7 Q Now, I'm going to name some names of persons that we
8 have who have served on the board of Oklahoma City, and if
9 I've left anybody out that you're aware of, please tell me.
10 Yourself, Paul Crouch, Jane Duff, Allen Brown, John Benefield.

11 A Yes.

12 Q And Al Bowles and Janice Crouch.

13 A I think that's a complete list.

14 Q Do you know how those persons were chosen?

15 A John Benefield was active in, in the, in the station
16 as a stockbroker and was competent in the area of finance. He
17 was selected for that, that ability, and he's still one of the
18 directors. And --

19 Q He resides in the Oklahoma City area?

20 A Yes, yes, he's an Oklahoma City resident. Al Brown,
21 at the time he was a director was the station manager and was
22 an Oklahoman. And Al Bowles would have, I think, have been
23 the predecessor station manager and a resident of Oklahoma.
24 And then I think that Jan Crouch was elected -- I'm not sure
25 when she was, when she was elected, but it would have been for

1 the same reasons that I testified to yesterday with respect to
2 Trinity Broadcasting Network.

3 Q Well, let me help you there. The minutes that we
4 have, and I can show them to you if necessary, reflect that
5 Janice Crouch was not made a board member of Oklahoma City
6 until 1985, whereas she was elected to the board of Trinity
7 Broadcasting Network on May 27, 1983. I come to that
8 conclusion because in looking in the, the board minutes for
9 the annual meeting of the boards of Trinity and affiliated
10 corporations, Janice Crouch is not noted as being a board
11 member of Oklahoma City or Arizona or Florida. That happens
12 later.

13 Perhaps it happened some time during calendar year
14 1984, but it's not reflected in any minutes that we have until
15 the 1985 annual meeting. Does that help you?

16 A Well, that indicates that she may have been elected
17 in 1984 and '85 would generally just reflect those who'd be
18 confirmed in their, in their positions.

19 Q But you have, as you sit here, no independent
20 recollection of her being added on to those boards and how it
21 came about?

22 A I have, I have recollection of her being added and I
23 don't recall how it came about. I would have certainly been a
24 board member, and if I was a board member I would have voted
25 on it.

1 Q Well, perhaps as we go through this, something will
2 jog your memory --

3 A Sure.

4 Q -- along those lines. And you've always been
5 Trinity Broadcasting of Oklahoma City's attorney, haven't you?

6 A No. They've used other attorneys in Oklahoma City.

7 Q Have you always had an attorney relationship,
8 though, an attorney/client relationship with Trinity
9 Broadcasting of Oklahoma City? Perhaps there are other
10 attorneys involved, but you have had such a relationship, have
11 you not?

12 A I can't think of any legal work that I've done for
13 Trinity of Oklahoma City other than minutes and bylaws.

14 Q By minutes and bylaws, that means that you keep the
15 corporate minutes for Oklahoma City?

16 A Yes.

17 Q Have you always kept the corporate minutes?

18 A No. At the, at the outset, the original minutes
19 would have been kept by a, a local attorney who did the
20 incorporation work.

21 Q You did the bylaws, though, for Trinity of Oklahoma
22 City?

23 A I did the revised bylaws. I believe there's
24 another -- There was an original set that was adopted by the
25 Oklahoma attorney.

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1 Q By revised bylaws, are you referring to the time
2 that we have already talked about when the protections were
3 written in for Paul Crouch as the president and a member of
4 the board?

5 A Yes.

6 Q You're not referring to anything else, are you?

7 A No. There were no other changes.

8 Q Would it be fair to state that the primary goal for
9 Trinity of Oklahoma City was to provide an outlet for Trinity
10 Broadcasting Network programming in the Oklahoma City area?

11 A And to provide local programming and to produce
12 programming for the, the network.

13 Q Did you prepare the Form 1023 to obtain tax exempt
14 status for Trinity Broadcasting of Oklahoma City?

15 A No.

16 Q Were you involved in any way in that process?

17 A No.

18 Q Did you have any discussions with the attorney who
19 did prepare the tax exemption request form for Trinity
20 Broadcasting of Oklahoma City relative to answering Part 3,
21 Question 5, which deals with control that we have gone over
22 with Arizona and with Translator TV?

23 A I can't recall. Maybe conversations with him.

24 Q To pay for the Oklahoma City station, did Trinity
25 Broadcasting Network loan Trinity Broadcasting of Oklahoma

1 City the necessary funds?

2 A I, I have no recollection of that transaction. My
3 assumption is that, that Trinity of -- Trinity Broadcasting
4 Network did. Oklahoma had no money.

5 Q Well, let me refer you to Mass Media Exhibit 34,
6 page 4, note 2.

7 JUDGE CHACHKIN: By the way, did you, did you offer
8 Mass Media Bureau Exhibit 415?

9 MR. SHOOK: Not yet, Your Honor.

10 JUDGE CHACHKIN: Oh, okay.

11 MR. JUGGERT: Which exhibit?

12 BY MR. SHOOK:

13 Q Exhibit 34.

14 A Thirty-four.

15 Q Page 4, footnote 2. And if you need to, you can,
16 you know, obviously look at the other pages, too, after saying
17 what it is you're looking at.

18 A Okay. (Pause) Okay, I've looked at it.

19 Q All right. Does this help your memory in terms of
20 whether any funds were lent by Trinity Broadcasting Network to
21 Trinity Broadcasting of Oklahoma City?

22 A Well, I have no memory of the loan. It indicates
23 that there, there were financial loans, though.

24 JUDGE CHACHKIN: Well, it doesn't say loans
25 necessarily. It could be a gift.

1 MR. JUGGERT: That's true, it could be a gift. Yes,
2 that's true.

3 BY MR. SHOOK:

4 Q And so what I'm asking is does this help your memory
5 at all in terms of the mechanism or what was actually done
6 with respect to getting Trinity Broadcasting of Oklahoma City
7 up and running?

8 A Trinity Broadcasting Network provided the funds.

9 Q Right. And the judge's question was to the effect
10 is it -- does this help you in terms of whether there was a
11 loan involved or there was some expectation of repayment, or
12 whether this was simply a gift on, on the part of the network
13 to Oklahoma City?

14 A I have no recollection of any notes being executed.
15 I, I have to assume it was a gift.

16 Q That would have been different than what happened
17 with Arizona? Arizona yesterday --

18 A I know, and I gave a great deal of thought to that
19 after the testimony and I have no recollection of any notes
20 being executed for Arizona.

21 Q Simply because no notes were executed, that doesn't,
22 that doesn't mean automatically that it was a gift, does it?

23 A I would say that with the passage of time it has
24 become a gift. The statute of limitations would have passed
25 on any attempt to recover it.

1 Q Okay. Well, didn't we also go through in your
2 testimony yesterday how it would have come about that Arizona
3 repaid the money that was given to it initially by the
4 network?

5 A I, I don't know how, how that would have occurred
6 that it would have, would have repaid it. Unless it would be
7 an informal decision of the, the officers.

8 Q So your testimony, as you sit here now, would be to
9 the effect that with respect to Oklahoma City that it was a
10 gift from the network to Oklahoma City in order to get the
11 station up and running?

12 A That's the only way that I could characterize it.
13 I, I don't know, it may have shown up on the, the joint
14 financial statement as a, as an obligation. But there was
15 never any, any formal recognition of it as a, a debt. I'm, I
16 am aware that it is possible that there would be intercompany
17 obligations that the different Trinity corporations or Trinity
18 Broadcasting corporations sometimes have intercompany
19 obligations and they wouldn't go -- from Trinity Broadcasting
20 Network.

21 I believe that the Arizona corporations helped other
22 corporations. So that would be the only way that it would be
23 formalized, would be on the, the joint financial statements.

24 Q Now, if it were so formalized, it would then be
25 understood between the network and Oklahoma City that there